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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
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11 NINGBO YITUO ENTERPRISE
12 MANAGEMENT CO., LTD AND
13 NINGBO YIWEI
MUYINYONGPING
YOUXIANGONGSI,

14 Plaintiffs,

15 v.

16 GOPLUS CORP.,

17 Defendant.
18

Case No. 5:24-cv-02548-AJR

**MEMORANDUM DECISION
AND ORDER AWARDING
DEFENDANT REASONABLE
ATTORNEYS' FEES FOR
BRINGING THE SPECIAL
MOTION TO STRIKE (DKT. 12)**

19
20 **I.**

21 **INTRODUCTION**

22 This lawsuit is a copyright dispute brought by Plaintiffs Ningbo Yituo
23 Enterprise Management Co., Ltd. and Ningbo Yiwei Muyinyongping
24 Youxiangongsi (collectively, "Plaintiffs") seeking to invalidate U.S. Copyright
25 Registration No. VAu 1-515-727 (the "727 Copyright") held by Defendant GoPlus
26 Corp. ("Defendant"). (Dkt. 1 at 1-4; Dkt. 36 at 1-7.) Plaintiffs initiated this lawsuit
27 on December 2, 2024, when they filed a complaint alleging one count of copyright
28 invalidity and one count of tortious interference with economic advantage (the

1 “Complaint”) against Defendant. (Dkt. 1.) On February 3, 2025, Defendant filed a
2 Special Motion to Strike. (Dkt. 12.) On March 4, 2025, Plaintiffs filed a Response
3 to the Special Motion to Strike (the “Opposition”), as well as a Supplement to the
4 Opposition. (Dkts. 15-16.) On March 18, 2025, Defendant filed a Reply in Support
5 of the Special Motion to Strike (the “Reply”). (Dkt. 18.) Defendant included with
6 the Reply a declaration supporting Defendant’s request for attorneys’ fees for
7 bringing the Special Motion to Strike. (Dkt. 18-1.)

8 On April 10, 2025, Judge Kewalramani granted Defendant’s Special Motion
9 to Strike and struck Plaintiff’s tortious interference claim from the Complaint. (Dkt.
10 28.) In granting the Special Motion to Strike, Judge Kewalramani determined that
11 Defendant was entitled to recover reasonable attorneys’ fees for brining the Special
12 Motion to Strike pursuant California Code of Civil Procedure § 425.16(c)(1). (Id. at
13 6.) However, Judge Kewalramani noted that Plaintiffs had not had an opportunity to
14 respond to Defendant’s declaration supporting attorneys’ fees included with the
15 Reply. (Id.) Accordingly, Judge Kewalramani directed that Plaintiffs could file a
16 brief to address the amount of Defendant’s attorneys’ fees set forth in the Reply no
17 later than April 24, 2025. (Id.) On April 24, 2025, Plaintiffs filed an Objection to
18 Defendant’s Attorney Fees Request (the “Objection”). (Dkt. 30.)

19 The Court has reviewed the briefing and evidence submitted by the parties
20 and finds it appropriate to take the issue of awarding reasonable expenses to
21 Defendant under submission without a hearing. See C.D. Cal. L.R. 7-15. For the
22 reasons set forth below, the Court AWARDs Defendant **\$27,415** in reasonable
23 attorneys’ fees incurred in bringing the Special Motion to Strike. Plaintiffs shall
24 make payment and file a notice of compliance no later than **November 3, 2025**, or
25 the Court will impose sanctions for late payment.

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II.

LEGAL STANDARD

Under California Code of Civil Procedure § 425.16(c)(1), “a prevailing defendant on a special motion to strike shall be entitled to recover that defendant’s attorneys’ fees and costs.” Consistent with the California Legislature’s intent in passing the statute, “the fee provision applies only to the motion to strike, and not to the entire action.” S. B. Beach Prop. v. Berti, 39 Cal. 4th 374, 138 (2006) (internal quotation marks omitted). Section 425.16(c)(1) “authorizes the court to make an award of reasonable attorney fees to a prevailing defendant, which will adequately compensate the defendant for the expense of responding to a baseless lawsuit.” Dowling v. Zimmerman, 85 Cal. App. 4th 1400, 1423 (2001) (internal quotation marks and citation omitted). Courts have broad discretion to determine what award is “reasonable” in a particular case. See Mireskandari v. Daily Mail & Gen. Tr. PLC, 2014 WL 12586434, at *4 (C.D. Cal. Nov. 7, 2014), aff’d sub nom. Mireskandari v. Associated Newspapers, Ltd., 665 F. App’x 570 (9th Cir. 2016); accord Silverstein v. E360Insight, LLC, 2008 WL 1995217, at *8 (C.D. Cal. May 5, 2008).

“The fees awarded should encompass all proceedings directly related to defendants’ special motion to strike, including those hours expended in obtaining fees.” Mireskandari, 2014 WL 12586434, at *4 (citing cases). “Fees and costs unrelated to the special motion to strike are not recoverable under § 425.16, however.” Id. at *5 (citing cases). The starting point for a fee award under Section 425.16(c)(1) is to calculate the “lodestar” amount, which is the product of the number of hours reasonably expended multiplied by the reasonable hourly rate. See id. at *11 (citing cases); accord Ketchum v. Moses, 24 Cal. 4th 1122, 1134 (2001). “Although in most cases, the lodestar figure is presumptively a reasonable fee award, the district court may, if circumstances warrant, adjust the lodestar to account for other factors which are not subsumed within it.” Ferland v. Conrad

1 Credit Corp., 244 F.3d 1145, 1149 n.4 (9th Cir. 2001) (internal quotation marks
 2 omitted). Factors not subsumed within the lodestar amount may include “the nature
 3 of the litigation, its difficulty, the amount involved, the skill required in its handling,
 4 the skill employed, the attention given, the success or failure, and other
 5 circumstances in the case.” Minichino v. First California Realty, 2012 WL
 6 6554401, at *3 (N.D. Cal. Dec. 14, 2012) (internal quotation marks omitted).

7 8 IV. 9 DISCUSSION

10 Defendant submitted the Declaration of Ben Wagner to establish its
 11 reasonable expenses incurred in bringing the Special Motion to Strike. (Dkt. 18-1.)
 12 Mr. Wagner is a partner with the law firm of Troutman Pepper Locke LLP, which is
 13 counsel of record for Defendant in this action. (Id. at 2-3.) Troutman Pepper Locke
 14 LLP is a national law firm with more than 1,500 attorneys in 34 offices across the
 15 United States. (Id. at 3.) The firm regularly handles complex intellectual property
 16 matters such as this case. (Id.) Mr. Wagner is an experienced intellectual property
 17 lawyer with 19 years of experience and is lead counsel in this matter with primary
 18 responsibility for formulating the plan to respond to Plaintiff’s Complaint. (Id.) Mr.
 19 Wagner’s market rate for 2025 is \$1,300 per hour, but he has charged Defendant an
 20 effective hourly rate of \$1,072 per hour for this matter. (Id.) Mr. Wagner graduated
 21 from the University of San Diego School of Law in 2005 and has received numerous
 22 industry recognitions in the area of intellectual property. (Id.)

23 Jacob Burr is an intellectual property associate with Troutman Pepper Locke
 24 LLP who joined the firm in 2022 and was tasked with the majority of the drafting
 25 and research related to the Special Motion to Strike. (Id.) Mr. Burr’s market rate
 26 for 2025 is \$730 per hour, but he has charged Defendant an effective hourly rate of
 27 \$680 per hour for this matter. (Id.) Mr. Burr graduated *Cum Laude* from the
 28 University of Georgia School of Law in 2020 and previously served as a federal law

1 clerk in the Southern District of Georgia. (Id. at 3-4.)

2 Brandon Reed is also an intellectual property associate with Troutman Pepper
3 Locke LLP who joined the firm in 2018. (Id. at 4.) Mr. Reed's market rate for 2025
4 is \$960 per hour, but he has charged Defendant an effective hourly rate of \$768 per
5 hour for this matter. (Id.) Mr. Reed graduated from Georgia State University
6 School of Law in 2018. (Id.)

7 Mr. Wagner is generally familiar with the hourly rates charged by comparable
8 firms in the Los Angeles legal market and therefore believes in good faith that the
9 hourly rates charged by defense counsel in this matter are within the range of
10 reasonable rates commonly charged by lawyers of similar experience and expertise
11 in the Los Angeles market.¹ (Id. at 3.) Mr. Wagner's declaration includes as
12 Exhibit 2 a chart of the average hourly billing rates in the Los Angeles market by
13 Troutman Pepper Locke LLP's peer firms in 2024, as determined by Financial
14 Insights. (Id. at 4; Dkt. 18-3.) Financial Insights is a service provided by Thomson
15 Reuters that measures prevailing attorney rates across the country. (Dkt. 18-1 at 4.)
16 Mr. Wagner's declaration includes as Exhibit 3 copies of all invoices and prebills
17 sent by Troutman Pepper Locke LLP to Defendant in this matter through March 18,
18 2024, redacted to protect the attorney-client privilege and attorney work product.²
19 (Id.) Mr. Wagner's declaration summarizes the relevant time and charges as
20 follows: (1) Mr. Wagner, 3.5 hours at \$1,072 per hour, for a total of \$3,752; (2) Mr.
21 Burr, 26.7 hours at \$680 per hour, for a total of \$18,156; and (3) Mr. Reed, 5.7
22 hours at \$768 per hour, for a total of \$4,377.60. (Id. at 4-5.) Finally, Mr. Wagner

24 ¹ The lodestar is calculated "according to the prevailing market rates in the
25 relevant community, which typically is the community in which the district court
26 sits." Schwarz v. Sec'y of Health & Hum. Servs., 73 F.3d 895, 906 (9th Cir. 1995)
(internal quotation marks and citations omitted).

27 ² Defendant is willing to provide unredacted copies of all invoices to the Court
28 for *in camera* review if necessary to support the attorneys' fees request. (Dkt. 18-1
at 4.)

1 estimates an additional eight hours of time will be charged to Defendant “related to
2 the revising, drafting, and finalization of the accompanying reply brief and hearing
3 therefore.” (*Id.* at 5.)

4 Plaintiffs contend that the fees requested by Defendant should be reduced
5 because “some items are not related to the Anti-SLAPP motion.” (Dkt. 30 at 1.)
6 Plaintiffs “emphasize[] that Defendant’s billing records do not adequately
7 distinguish between work performed on the Anti-SLAPP motion and work related to
8 broader litigation strategy, such as the general discussion within team or with clients
9 are not specifically linked to the Anti-SLAPP motion.” (*Id.* at 2.) “There are also
10 items about [the] motion to dismiss or stay discovery which is irrelevant to the Anti-
11 SLAPP motion itself and shall not be included in the calculation.” (*Id.*) Thus,
12 Plaintiffs asks that this Court “compare the hours sought to benchmarks for
13 comparable Anti-SLAPP proceedings and reduce the award where the time
14 expended is not commensurate with the work reasonably required.” (*Id.*) Finally,
15 Plaintiffs have provided an Appendix to their Objection which identifies the time
16 that Plaintiffs contend is not related to the Special Motion to Strike. (*Id.* at 3-4.)

17 **A. Defendant Has Established The Reasonableness Of The Hourly Rates**
18 **Charged.**

19 The Court begins its analysis by determining the reasonable hourly rates for
20 Mr. Wagner, Mr. Burr, and Mr. Reed. *See Chalmers v. City of Los Angeles*, 796
21 F.2d 1205, 1210 (9th Cir. 1986) (“[T]he district court must determine a reasonable
22 hourly rate considering the experience, skill, and reputation of the attorney
23 requesting fees.”), *opinion amended on denial of reh’g*, 808 F.2d 1373 (9th Cir.
24 1987). “In determining a reasonable hourly rate, the district court should be guided
25 by the rate prevailing in the community for similar work performed by attorneys of
26 comparable skill, experience, and reputation.” *Id.* at 2010-11. To support the
27 reasonableness of the rates ultimately charged in this matter, Defendant provided the
28 declaration of Mr. Wagner setting forth his knowledge of rates charged by

1 comparable firms in the Los Angeles legal market and his belief that the rates
2 charged in this matter are within the range of reasonable rates commonly charged by
3 lawyers of similar experience and expertise. (Dkt. 18-1 at 3); see, e.g.,
4 Mireskandari, 2014 WL 12586434, at *12 (“Declarations from local attorneys who
5 practice in the same area of law regarding the prevailing market rate in the
6 community suffice to establish a reasonable hourly rate.”).

7 Defendant also provided a chart of the average hourly billing rates in the Los
8 Angeles market by Troutman Pepper Locke LLP’s peer firms in 2024, as
9 determined by Financial Insights. (Dkt. 18-1 at 4; Dkt. 18-3.) Indeed, courts often
10 rely on market data of rates charged by peer firms to determine reasonable hourly
11 rates. See, e.g., Mercedes-Benz Grp. AG v. A-Z Wheels LLC, 2022 WL 7718800, at
12 *2 (S.D. Cal. Oct. 13, 2022) (“This Court has previously used AIPLA survey data to
13 determine reasonable fee rates in other intellectual property cases” (internal
14 quotation marks omitted)); accord Iconic Mars Corp. v. Kaotica Corp., 2025 WL
15 2440887, at *2 (S.D. Cal. Aug. 25, 2025). According to the chart, the mean rate for
16 a partner of Mr. Wagner’s experience (19 years) is \$1,066 per hour. (Dkt. 18-3 at
17 2.) The mean rate for an associate of Mr. Burr’s experience (5 years) is \$798 per
18 hour. (Id.) The mean rate for an associate of Mr. Reed’s experience (7 years) is
19 \$905 per hour. (Id.)

20 Finally, Defendant provided copies of all invoices and prebills in this matter
21 through March 18, 2024. (Dkt. 18-4.) These invoices show the rates billed to
22 Defendant for the time spent on the Special Motion Strike. (Id.) Indeed, the rates
23 actually billed to Defendant are relevant to determine a reasonable hourly rate. See,
24 e.g., Polee v. Cent. Contra Costa Transit Auth., 516 F. Supp. 3d 993, 998 (N.D. Cal.
25 2021) (“A court may consider an attorney’s actual billing rate when determining a
26 reasonable rate.”).

27 Based on Mr. Wagner’s declaration, the Financial Insights market data, and
28 the invoices and prebills provided by Defendant, the Court concludes that Defendant

1 has met its burden of producing evidence that the hourly rates charged by Mr.
2 Wagner, Mr. Burr, and Mr. Reed are “in line with those prevailing in the community
3 for similar services by lawyers of comparable skill, experience and reputation.”
4 Camacho v. Bridgeport Fin., Inc., 523 F.3d 973, 980 (9th Cir. 2008) (internal
5 quotation marks omitted). Additionally, the Court has extensive knowledge of and
6 experience with customary rates in this district and believes that the rates charged
7 are in line with rates charged by attorneys of comparable skill, experience, and
8 reputation for a complex intellectual property matter such as the instant lawsuit. See
9 Ingram v. Oroudjian, 647 F.3d 925, 928 (9th Cir. 2011) (“We conclude that the
10 district court did not abuse its discretion . . . by relying, in part, on its own
11 knowledge and experience . . .”).

12 Thus, the burden shifts to Plaintiffs to submit evidence to dispute the
13 reasonableness of the rates charged by Mr. Wagner, Mr. Burr, and Mr. Reed. See
14 Camacho, 523 F.3d at 980 (“The party opposing the fee application has a burden of
15 rebuttal that requires submission of evidence to the district court challenging the
16 accuracy and reasonableness of the facts asserted by the prevailing party in its
17 submitted affidavits.” (internal quotation marks and ellipses omitted)). However,
18 Plaintiffs have not submitted any contrary evidence to dispute the reasonableness of
19 the rates charged by defense counsel and do not dispute the reasonableness of the
20 hourly rates. (Dkt. 30.) Accordingly, the Court concludes that Defendant is entitled
21 to reimbursement for Mr. Wagner’s work at \$1,066 per hour, Mr. Burr’s work at
22 \$798 per hour, and Mr. Reed’s work at \$905 per hour.

23 **B. The Court Must Reduce The Number Of Hours Billed To Only Those**
24 **Hours Reasonably Expended To Bring The Special Motion To Strike.**

25 The Court next turns to an analysis of the hours charged by defense counsel to
26 determine the number of hours reasonably expended to bring the Special Motion to
27 Strike. See Ketchum, 24 Cal. 4th at 1133 (“[A]bsent circumstances rendering the
28 award unjust, an attorney fee award should ordinarily include compensation for *all*

1 the hours *reasonably spent*, including those relating solely to the fee.”). As set forth
2 above, Plaintiffs contend that some of the time billed by defense counsel was not
3 related to the Special Motion to Strike and therefore Plaintiffs ask the Court to
4 carefully review the hours to ensure that the work was reasonably necessary. (Dkt.
5 30 at 1-2.) Accordingly, the Court has carefully reviewed the invoices and prebills
6 provided by Defendant to determine whether the hours billed were reasonably
7 necessary. See Chalmers, 796 F.2d at 1210 (“In determining reasonable hours,
8 counsel bears the burden of submitting detailed time records justifying the hours
9 claimed to have been expended.”).

10 As an initial matter, the Court notes that defense counsel has excluded a
11 significant number of time entries from the invoices and prebills that defense
12 counsel determined were unrelated to the Special Motion to Strike. (Dkt. 18-1 at 4
13 (“Also redacted are any bills unrelated[] to the anti-SLAPP motion and therefore not
14 sought.”)); see Hensley v. Eckerhart, 461 U.S. 424, 434 (1983) (“Counsel for the
15 prevailing party should make a good faith effort to exclude from a fee request hours
16 that are excessive, redundant, or otherwise unnecessary . . .”). Based on the
17 Court’s review of defense counsel’s invoices and prebills, including the detailed
18 time entries, (Dkt. 18-4 at 3-13), the Court concludes that all of the time requested
19 for reimbursement was reasonably necessary to bring the Special Motion to Strike
20 with the exception of the time spent preparing and filing Defendant’s Motion for
21 Continuing Case Management Conference, Continuing Rule 26 Obligations, and
22 Thereby Staying Discovery Pending Outcome of Anti-SLAPP Motion (the “Motion
23 for Continuance”). (Dkt. 17.) The Court concludes that the Motion for Continuance
24 was not necessary to bring the Special Motion to Strike, and although it was
25 arguably related, the Motion for Continuance was more focused on general case
26 management. As explained above, the intent of the California Legislature was only
27 to reimburse the prevailing party for the cost of bringing the special motion to strike,
28 not for litigating the entire action. See S. B. Beach Prop., 39 Cal. 4th at 138.

1 Accordingly, the Court declines to reimburse the following time entries
2 related to the Motion for Continuance:

- 3 - 2/19/25, Mr. Burr, 1.0 Hours, “Draft stipulation on continuation of
4 discovery deadliness and case management conference pending resolution
5 of anti-slapp motion.” (Dtk. 18-4 at 10.)
- 6 - 3/3/25, Mr. Burr, .5 Hours, “Revise stipulation of continuing case
7 management conference until after anti-slapp motion ruling and
8 communicate the same to Ben Wagner.” (Id. at 10-11.)
- 9 - 3/5/25, Mr. Burr, 3.5 Hours, “Further draft more fullsome motion to
10 dismiss and continue CMC hearing, including motion (.3), memorandum
11 of law in support of the same (1.9), and proposed order for the same (.2);
12 conduct research to assist in the same, including legal basis for when
13 federal Court’s grant stays under the California state statute (1.1).” (Id. at
14 11.)
- 15 - 3/5/25, Mr. Burr, .3 Hours, “Draft responsive email to opposing counsel
16 regarding filing of motion to continue case management conference
17 pending ruling on anti-slapp motion and conference under local rules
18 regarding the same.” (Id.)
- 19 - 3/6/25, Mr. Burr, .4 Hours, “Revise motion to continue CMC hearing and
20 stay pending ruling on anti-slapp motion based on opposition paper filed
21 by opposing counsel and to address the lack of arguments made there.”
22 (Id.)
- 23 - 3/10/25, Mr. Reed, .2 Hours, “Discuss motion regarding discovery with J.
24 Burr.” (Id.)
- 25 - 3/10/25, Mr. Burr, .4 Hours, “Revise motion, memorandum of law, and
26 proposed order regarding request to stay discovery pending anti-slapp
27 hearing.” (Id.)
- 28 - 3/11/25, Mr. Reed, .3 Hours, “Discuss motion with J. Burr.” (Id.)

- 1 - 3/11/25, Mr. Burr, .8 Hours, “Revise motion for continuance and stay
2 pending resolution of the anti-slapp motion.” (Id. at 12.)

3 Plaintiffs have prepared an Appendix of time entries that they contend are too
4 general or not relevant to the Special Motion to Strike and therefore should not be
5 reimbursed. (Dkt. 30 at 3-4.) However, the Court has reviewed all of the time
6 entries requested for reimbursement and determined that they were all reasonably
7 necessary to bring the Special Motion to Strike with the exception of those time
8 entries set forth above related to the Motion for Continuance. See Camacho, 523
9 F.3d at 978 (“We acknowledge that the district court has a great deal of discretion in
10 determining the reasonableness of the fee” (internal quotation marks omitted)).
11 Plaintiffs’ Appendix takes the time entries out of context and when read in context
12 with the surrounding time entries, it is clear that the work performed was reasonably
13 necessary to bring the Special Motion to Strike, other than those specific time
14 entries identified by the Court as related to the Motion for Continuance.

15 Accordingly, the Court concludes that the following time expenditures should
16 be reimbursed:

	Mr. Wagner	Mr. Burr	Mr. Reed	Invoice / Prebill
	0	0.5	1	(Dkt. 18-4 at 3.)
	0.5	10.3	1.7	(Dkt. 18-4 at 4.)
	1	2.9	1.7	(Dkt. 18-4 at 5.)
	0	1.1	0	(Dkt. 18-4 at 10.)
	0	5	1.2	(Dkt. 18-4 at 11.)
	0	6.2	0	(Dkt. 18-4 at 12.)
Total Hours:	1.5	26	5.6	
Hourly Rate:	\$1,066	\$798	\$905	
Total Fees:	\$1,599	\$20,748	\$5,068	
Total Award:	\$27,415			

26 The chart set forth above includes a total amount of reimbursable time for each
27 defense attorney corresponding to each page of the invoices and prebills. The chart
28

1 then provides the reasonable hourly rate already determined by the Court and
2 multiplies that rate by the total amount of reimbursable time for each attorney. The
3 chart provides the total fees reimbursable for each attorney and then sums those
4 totals to arrive at the total award of \$27,415.

5 In addition to the time expenditures set forth in the chart, Mr. Wagner's
6 declaration states that "Troutman estimates another bill to GoPlus for up to an
7 additional eight hours related to the revising, drafting, and finalization of the
8 accompanying reply brief and hearing therefore." (Dkt. 18-1 at 5.) However, Mr.
9 Wagner's conclusory estimate of additional time is insufficient to meet Defendant's
10 burden to justify the hours claimed. See Chalmers, 796 F.2d at 1210. Accordingly,
11 the Court concludes that Defendant's request for an additional eight hours of
12 reimbursable time is insufficiently supported and must be denied.

13 In sum, the Court concludes that Defendant is entitled to reimbursement of
14 **\$27,415** as the prevailing party on the Special Motion to Strike. The Court notes
15 that it has considered all the arguments in Plaintiffs' Objection and has rejected any
16 argument not specifically addressed above. See Gates v. Deukmejian, 987 F.2d
17 1392, 1400 (9th Cir. 1992) ("As long as the district court supplies us with a
18 sufficient understanding of the reasons for its decision additional exposition is
19 unnecessary and we will presume that the district court *implicitly* rejected those
20 specific challenges to plaintiffs' billing judgment deductions that it did not expressly
21 discuss in its order.").

22 V.

23 CONCLUSION

24 Consistent with the foregoing, the Court AWARDs Defendant **\$27,415** in
25 attorneys' fees reasonably incurred in bringing the Special Motion to Strike.
26 Plaintiffs shall make payment and file a notice of compliance no later than
27 **November 3, 2025**, or the Court will impose sanctions for late payment.
28

IT IS SO ORDERED.

DATED: October 20, 2025



HON. A. JOEL RICHLIN
UNITED STATES MAGISTRATE JUDGE